## **EXHIBIT 2**

## SOCIETY OF MARITIME ARBITRATORS, INC.

In the Matter of Arbitration between:

EDDYSTONE RAIL COMPANY, LLC Claimant,

-and-

FINAL AWARD

JAMEX TRANSFER SERVICES, LLC
Respondent and Counter-Claimant

Before:

David W. Martowski, Chairman

John T. Lillis, Jr. John D. Kimball

Appearances: EDDYSTONE RAIL COMPANY, LLC:

Sutherland Asbill & Brennan LLP James M. Textor, Esq. Veronica Wayner, Esq. Alex Fuchs, Esq.

Steptoe & Johnson LLP Filiberto Augusti, Esq. Jeffrey M. Theodore, Esq.

JAMEX TRANSFER SERVICES, LLC:

Weil, Gotshal & Manges LLP T. Ray Guy, Esq. Jason E. Wright, Esq. Seth Jaskoviak, Esq.

Law Offices of Simon Harter, Esq. Simon Harter, Esq.

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreement signed and entered into by the above-named parties and contained within a writing dated February 13, 2013 (the "Eddystone Rail Facilities Services Agreement").

duly constituted and accepted by both parties, and having been duly sworn, have heard the allegations of the parties and taken testimony of certain fact witnesses at a hearing held on June 29, 2016. Pursuant to Rule 31 of the Maritime Arbitration Rules of the Society of Maritime Arbitrators, Inc., and by the agreement of the Parties, we do DETERMINE and AWARD as follows:

- Jamex Transfer Services, LLC has materially breached and anticipatorily repudiated the Eddystone Rail Facilities Services Agreement;
- Jamex Transfer Services, LLC is liable to Eddystone Rail Company, LLC for general damages resulting therefrom;
- The defenses and counterclaims asserted by Jamex Transfer Services, LLC in the arbitration are without merit;
- Jamex Transfer Services, LLC owes \$139,050,406.77 in damages to Eddystone Rail Company, LLC; and
- 5. All fees, costs and expenses of the Arbitrators and the Society of Maritime Arbitrators, Inc. arbitration shall be split equally between the parties, and each party shall otherwise bear the cost of its own attorneys' fees and expenses.

This Final Award is a full resolution of all matters submitted to this Arbitration. All claims not expressly granted herein are denied. This Final Award is made pursuant to Section 16 of the Terms and Conditions of the Eddystone Rail Facilities Services Agreement and may be confirmed in any court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 or other applicable law.

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We, David W. Martowski, John T. Lillis, and John D. Kimball, do hereby affirm upon our oaths as Arbitrators that we are the individuals described in and who executed this instrument which is our Final Award.

Date: January 24, 2017

New York, NY

David W. Martowski

APPROVED FOR ENTRY:

Counsel for Eddystone Rail Company, LLC

T. Ray Guy

Counsel for Jamex Transfer Services, LLC